

BILL NO. S-76-07-25

SPECIAL ORDINANCE NO. S-143-76

AN ORDINANCE approving a contract with OLD FORT SUPPLY COMPANY for the Senior Citizen Center.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated May 5, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Old Fort Supply Company, for:

Installation of Operable Walls for the New Senior Citizen Center, 300 West Main Street, Fort Wayne, Indiana,

for a total cost of \$21,600.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

W. T. King
Councilman

APPROVED AS TO FORM AND LEGALITY,
[Signature]
CITY ATTORNEY

Read the first time in full and on motion by James, seconded by James, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 7-27-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by James, seconded by Hinga, and duly adopted, placed on its passage. PASSED (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 8-10-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 8-143-76 on the 10th day of August, 1976.

ATTEST: (~~SEAL~~)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of August, 1976, at the hour of 10:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 11th day of August, 1976, at the hour of 3:30 o'clock P. M., E.S.T.

Rahat Elmshong
MAYOR

Bill No. S-76-07-35

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with OLD FORT SUPPLY COMPANY for the Senior Citizen Center

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses Jr.

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

DATE 8-10-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

April 6, 1976

TO: Board of Public Works
Henry Wehrenberg
Max Scott
Ethel LaMar

FROM: Richard W. Wismer

RE: Review and Recommendation of the Bids on The Operable Wall Construction
for the Senior Citizen Center

Dear Board Members:

After carefully reviewing the bids that were received and read aloud at the 9th floor meeting room of the Fort Wayne Board of Public Works on March 31, 1976 at 2:00 P.M., the following is my recommendation:

I recommend that Old Fort Supply Company, Inc., using the Modernfold Operable Wall Systems, be awarded the Operable Wall Construction contract with a principal bid and total contract price of \$21,600.00, for the following reasons:

- 1) Their bid was under the established budget of \$25,000.00.
- 2) They have matching fabric colors for the different types of wall systems used.
- 3) The overhead steel track will wear for a longer period of time than other proposed aluminum tracks.
- 4) We feel the black trim will look better than the bare aluminum trim as proposed by others.
- 5) Their vinyl fabric covering has one of the best flame ratings and is of a heavy gauge in weight.
- 6) Certain characteristics of the Modernfold Operable Wall Panel make it more favorable when keeping in mind that the facility will be used by senior citizens. These characteristics are as follows:
 - a) The panel is of a lighter weight, thus allowing the senior citizens to help in moving them.
 - b) The panel's floor bottom seal contact is foot operated from the side.
 - c) These panels are non-directional. The panel does not need to face a certain way in order to set up the whole layout. This allows a faster set-up time, and eliminates the possibility of facing a panel the wrong way.
- 7) They will use their own installers; thus, insuring a better installation.

BID TABULATION
OPERABLE WALL CONSTRUCTION
THE SENIOR CITIZEN CENTER

APRIL 6, 1976

OPERABLE WALL CONSTRUCTION

CONTRACTORS	MANUFACTURER	PRINCIPAL BID	
Old Fort Supply Co., Inc.	Modernfold	\$ 21,600.00	
Moss Engineering Corp.	Hufcor	\$ 21,561.00	
M. J. Fisher & Co.	EMCO	\$ 21,943.00	
Strahm, Inc.	Holcomb & Hoke	\$ 24,024.00	Voluntary Alternate: Deduct \$3,251.00 for unpainted aluminum trac

24,024.00
3,251.00
20,773.00

63-197-4 7/15/76
412-2036

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this _____ day of _____ in the year of Nineteen
Hundred and Seventy-six.

BETWEEN the Owner: City of Fort Wayne, Indiana, represented by the
Fort Wayne Board of Public Works
1 Main Street
Fort Wayne, Indiana

and the Contractor: Old Fort Supply Company
P. O. Box 1308
Fort Wayne, Indiana 46801

the Project: Operable Wall Construction in the New Senior Citizen Center
300 Block, West Main Street, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.
903 W. Berry Street
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

(Here insert the caption descriptive of the Work as used on other Contract Documents)

The Construction and Installation of the Modern-Fold Wall Systems in the
New Senior Citizen Center, located at 300 block, West Main Street, Fort Wayne,
Indiana.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced when General Construction allows
its installation
and completed no later than 120 days after commencing.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **Twenty-one Thousand Six Hundred Dollars and no/hundredths dollars (\$21,600.00)**

(State here the lump sum amount, unit prices, or both, as desired.)

Principal Bid - \$21,600.00

No unit prices

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **last** day of each month **ninety (90%)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety (90%)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, up to **last day of previous month** ~~xxx~~ prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety (90%)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for payment shall be submitted on the last day of the month for work completed during that month. Payments will be due and payable within approximately 30 days, but no later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Drawings titled "New Operable Wall Systems for the New Senior Citizen Center, for the City of Fort Wayne, Indiana", dated March 12, 1976, Sheets numbered:
OW-1 - Title, First Floor Plan, Details
OW-2 - Multi-Purpose Room Plan, Details, Support Height Schedule
2. Specifications titled "Specifications for Operable Wall Construction for Senior Citizen Center, dated March 12, 1976, shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract, and Technical Specifications, Divisions 1 and 2.
3. Notice to Bidders - pages 1 and 2
4. Instructions to Bidders - pages 1 and 2
5. Architect's Bid Form - page 1
6. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
7. Federal Affirmative Action Bid Conditions, pages 1 through 22
8. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" Pages 1 through 10
9. Non-Collusion Affidavit DP 8 Page 1
10. Standard Questionnaire and Financial Statement for Bidders - Form 96a, Pages 1 through 15
11. Bid Bond
12. Performance Bond
13. Insurance Vouchers
14. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any (SEE ATTACHMENT)

This Agreement executed the day and year first written above.

OWNER City of Fort Wayne, Indiana,
represented by _____
Board of Public Works

CONTRACTOR Old Fort Supply Company, Inc.

[Signature] Mr. Dean Drost

[Signature] Henry P. Wehrenberg

[Signature] Mary G. Scott 7/15/76

APPROVED AS TO FORM AND LEGALITY
[Signature]
CITY ATTORNEY

ARTICLE 7

MISCELLANEOUS PROVISIONS

14. (continued)

assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Old Fort Supply Company, Inc.Fort Wayne, Indiana

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works,

City of Fort Wayne, Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner,

in the amount of Twenty One Thousand Six Hundred Dollars and no centsDollars (\$ 21,600.00

), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 5, 1976,
entered into a contract with Owner for Installation of Operable Walls for the New Senior
Citizen Center, 300 West Main Street, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 5th day of May A.D. 1976

In the presence of:

Old Fort Supply Company, Inc.

(SEAL)

PrincipalPresTitle

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By David L. Coffey

(SEAL)

Title

Attorney-in-fact

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That Old Fort Supply Company, Inc.

(Here insert the name and address or legal title of the Contractor)

Fort Wayne, Indiana

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works,

City of Fort Wayne, Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Twenty One Thousand Six Hundred Dollars and no cents

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$21,600.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated May 5, 1976, entered into a contract with Owner for Installation of Operable Walls for the New Senior

Citizen Center, 300 West Main Street, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 5th day of May A.D. 1976

In the presence of:

Old Fort Supply Company, Inc. (SEAL)

Principal

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Donald L. Coffey (SEAL)

Attorney-in-fact

TITLE OF ORDINANCE SPECIAL ORDINANCE-Contract with Old Fort Supply

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract with Old Fort Supply Company in amount of

\$21,600.00 provides for construction of an operable wall system in the new

Senior Citizen Center.

Bids were received in the Board of Works as follows:

Old Fort Supply ----- \$ 21,600.00

Moss Engineering Corp. ----- 21,561.00

M. J. Fisher & Co. ----- 21,943.00

Strahm, Inc. ----- 24,024.00

(SEE TABULATION ATTACHED)

EFFECT OF PASSAGE Operable Wall construction in Senior Citizen Center

EFFECT OF NON-PASSAGE Failure to provide most feasible wall construction

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Direct cost to project of

\$21,600.00.

ASSIGNED TO COMMITTEE Public Works J.H.